

AGENDA ITEM SUMMARY

AGENDA ITEM # C9

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: United Engineering Corp

Effective Date: January 1, 2003

Expiration Date: September 30, 2003

Contract Purpose/Description: Lease Agreement to use airport property for storage of material and equipment used for construction of Little Venice Wastewater Treatment Plant

Contract Manager: James "Reggie" Paros
(Name)

6002
(Ext.)

Public Safety / Stop 14
(Department)

for BOCC meeting on 6/18/03

Agenda Deadline: 6/3/03

CONTRACT COSTS

Total Dollar Value of Contract: \$+21,600 (Rev) Current Year Portion: \$16,200 (Revenue)

Budgeted? Yes ☐ No ☐ Account Codes: - - - - -

Grant: \$ - - - - -

County Match: \$ - - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr
(Not included in dollar value above)

For:
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/3/03</u>
Risk Management	<u>5/20</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>5/20/03</u>
O.M.B./Purchasing	<u>5/19/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/19/03</u>
County Attorney	<u>5/20/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-21-03</u>

Comments:

LEASE AGREEMENT

This lease agreement is entered into by and between Monroe County, a political subdivision of the State of Florida, whose address is Gato Building, 1100 Simonton Street, Key West, FL 33040 (hereafter County, Lessor or Owner) and United Engineering Corp., whose address is 405 SW 148th Avenue, Suite Two, Davie, Florida, 33325 (hereafter Tenant or Lessee).

IN CONSIDERATION the mutual promises and covenants, the parties hereto agree:

1. The County leases to the Tenant the real property shown on Exhibit A (hereafter the premises) for storage of material and equipment to be used for the construction of the Little Venice Wastewater Treatment Plant. Exhibit A is attached to and incorporated into this agreement.
2. The term of this lease is for a term beginning on January 1, 2003 and ending on September 30, 2003, and may be extended on a monthly basis.
3. The rent for the premises, 24,000 square feet, is \$.90 per square foot, \$1,800.00 per month or \$21,600.00 per year, with the monthly rent due and payable beginning on the first day of each month.
4. At the conclusion of the lease term the Tenant must peacefully vacate the premises and return the premises to the County in the same condition as they were at the commencement of this lease, normal wear and tear excepted. The Tenant must not permit, cause or suffer any environmental damage or pollution to the premises including, but not limited to, the deposit of fuel, lubricants or hydraulic fluid upon the premises. Any such environmental damage or pollution must be promptly removed by the Tenant at the Tenant's sole cost and expense.
5. The Tenant may not mortgage, pledge, hypothecate the premises or otherwise cause or permit any lien to be placed on the premises. If any of the foregoing occurs, the Tenant must immediately cause the encumbrance to be removed, extinguished or released.
6. During the term of this lease agreement, the Tenant must keep in force and effect the insurance described in Exhibit B. Exhibit B is attached to this lease agreement and made a part of it. Any insurance policy required by Exhibit B must provide that the insurer furnish the County at least 30 advance days written notice if the insurer terminates the policy before the end of the lease term. Notwithstanding the effective date of January 1, 2003, the Tenant may not begin occupation of the premises until satisfactory evidence of the insurance required by Exhibit B is furnished to the County's Risk Management Director. Allowing the required insurance to lapse or terminate is a material breach of this lease agreement that authorizes the County to terminate this lease, and to require the Tenant to vacate the premises, with 24 hours written notice to the Tenant.

7. Written communications required under this lease agreement must be sent to:

United Engineering Corp
405 SW 148th Avenue, Suite Two
Davie, FL 33325

Monroe County, Florida
Gato Building
1100 Simonton Street
Key West, FL 33040

All notices will be considered delivered on the date of hand delivery or the date of delivery to the U. S. Postal Service for delivery by certified mail, return receipt requested.

8. This lease agreement may not be assigned, or the premises subleased, without the written permission of the County.

9. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

10. That in the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, part 21 are followed and completed including exercise or expiration of appeal rights.

11. That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

12. That the Lessee expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

13. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of such lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Owner pertaining to the Marathon Airport.

14. Notwithstanding anything herein contained that may be or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

15. This lease agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this lease agreement must be in a court of competent jurisdiction in Monroe County, Florida.

16. This written lease represents the parties final mutual agreement and supersedes any prior agreements concerning the premises, whether written or oral. This lease agreement may only be modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the _____ day of _____, 2003.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

ATTEST:

UNITED ENGINEERING CORP

By _____

By _____
President

Title _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY ROBERT N. GULFE
DATE 5-21-03

EXHIBIT A

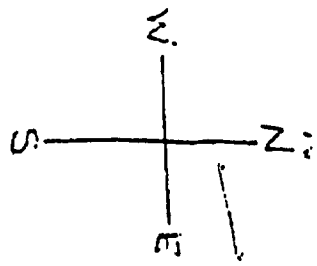
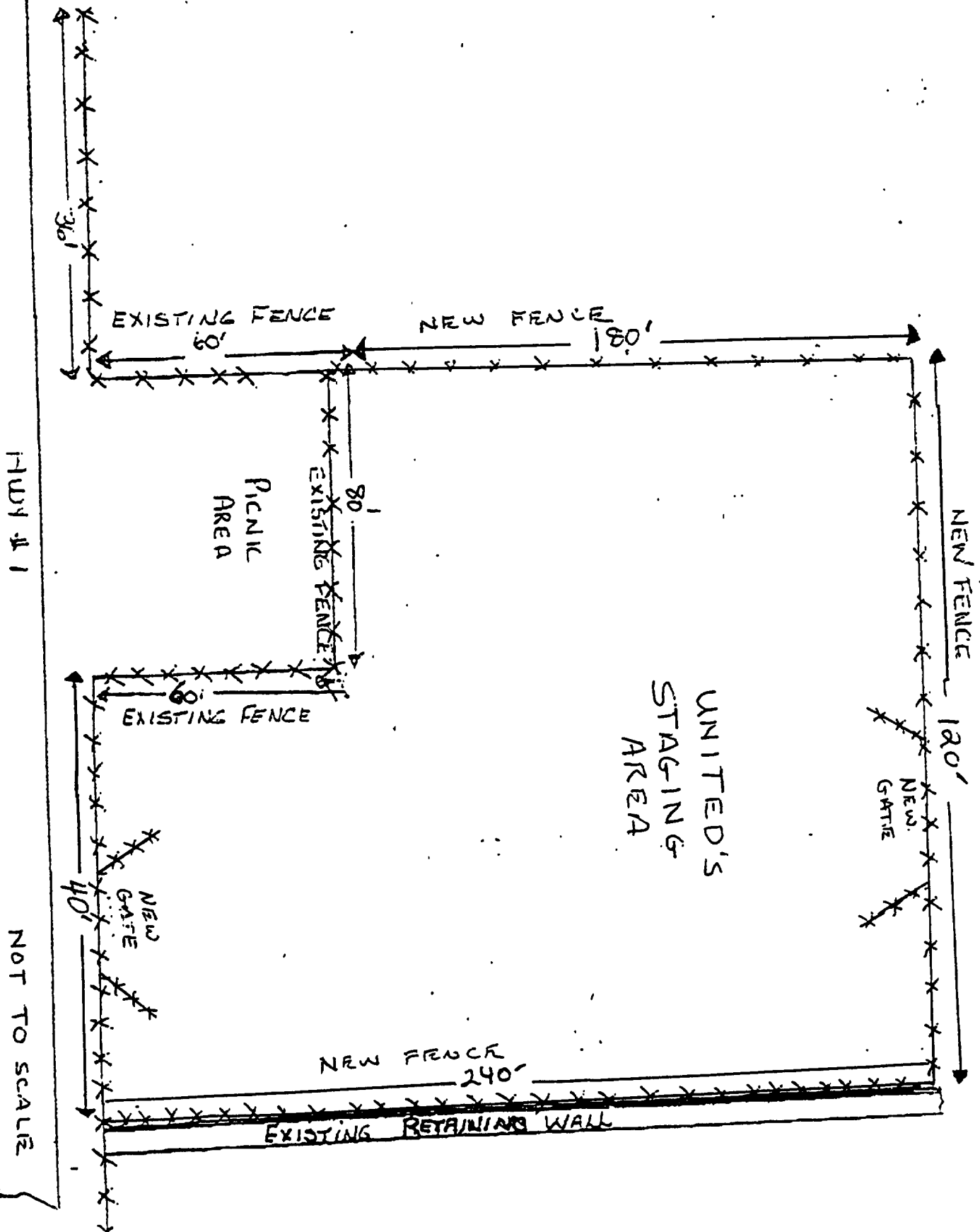


Exhibit H



1996 Edition

**ALL RISK PROPERTY
INSURANCE REQUIREMENTS
FOR
LEASES/RENTALS OF
COUNTY-OWNED PROPERTY**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain All Risk Property Insurance (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

Fire	Lightning	Vandalism
Sprinkler Leakage	Sinkhole Collapse	Falling Objects
Windstorm	Smoke	Explosion
Civil Commotion	Aircraft and Vehicle Damage	Flood

The Monroe County Board of County Commissioners shall be named as Additional Insured and Loss Payee on all policies issued to satisfy the above requirements.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
LEASE/RENTAL OF PROPERTY
OWNED BY THE COUNTY**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage
- Fire Legal Liability (with limits equal to the fair market value of the leased property.)

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of the Lease/Rental Agreement.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
LEASES/RENTALS OF
COUNTY-OWNED PROPERTY**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall purchase Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles
- Physical Damage Protection (if the leased property is a County-owned vehicle)

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)
ACV for Physical Damage

If split limits are provided, the minimum limits acceptable shall be:

\$ 100,000 per Person
\$ 300,000 per Occurrence
\$ 50,000 Property Damage
ACV for Physical Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements. In addition, if the lease/rental agreement involves County-owned vehicles, the Monroe County Board of County Commissioners shall be named as "Loss Payee" with respect to the physical damage protection.

**MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**Indemnification and Hold Harmless
for Organizations/Individuals
Leasing County-Owned Property**

The Organization/Individual covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the Organization/Individual utilizing the property governed by this lease/rental agreement.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

PROP